has complied with constitutional or legislative provisions as to how it shall act, and whether after it has so complied it may then reach its decision as a matter of personal discretion, or whether, according to the intent of the constitution or statute applicable, it is to be bound by law and the rules of legal procedure in reaching its ultimate finding. Thus in a statute like that in the present case the legislature might well provide that the administrative body shall not pass on the question of responsibility without a hearing accorded to parties interested, even though the ultimate decision as to responsibility in its nature must be left to the untrammeled personal judgment of the board. The former is a question of whether the administrative body has acted in a legal manner, which is always a judicial question open to review by the courts. *New York* v. *McCall*, 38 Sup. Ct. Rep. 122. But *cf. Local Government Board* v. *Arlidge*, [1915] A. C. 120. Whether the statute in the principal case requires a hearing is a matter of sound construction. In a recent New Jersey case construing a similar statute such a requirement was found. *Kelly* v. *Board of Chosen Freeholders of Essex County*, 101 Atl. 422 (N. J.). But since in the interest of expeditious administration of government the letting of a contract for state work should be a summary matter it is submitted that, other things being equal, the construction adopted by the court in the present case is the better one. This result has been reached in other jurisdictions. *Hammer* v. *Smith*, 11 Ariz. 420; *Newell* v. *Franklin*, 30 R. I. 258.

AGENCY — CREATION OF AGENCY — NECESSITY OF CONSIDERATION. — Because of an overcharge by the defendant company plaintiff was entitled to a rebate, which could be paid only with the consent of the Interstate Commerce Commission. Defendant informed plaintiff that if he would execute the necessary papers it would procure such consent. Papers were executed and delivered to the defendant, but it failed to act further during the period for securing the rebate. *Held*, that the plaintiff is entitled to damages caused by defendant's failure to secure consent to the rebate. *Carr* v. *Maine Cent. R. R.*, 102 Atl. 532 (N. H.).

It is the general rule that there may be a recovery for negligent performance of a gratuitous undertaking. *Black* v. *New York, etc. R. Co.*, 193 Mass. 448, 79 N. E. 797; *Hyde* v. *Moffat*, 16 Vt. 271; *Dyche* v. *Vicksburg, etc. R. Co.*, 79 Miss. 361. But there can be no recovery on a gratuitous promise to act. *Benden* v. *Manning*, 2 N. H. 289. The same general rules apply to gratuitous agency. *Wilson* v. *Brett*, 11 M. & W. 113; *Baxter* v. *Jones*, 6 Ont. L. R. 360; *Thorn* v. *Deas*, 4 Johns. (N. Y.) 84. The reason a person who gratuitously undertakes to perform some service for another finds himself under a legal duty to perform that service with due care is that trust is reposed in him, and he must be true to that trust. See *Coggs* v. *Bernard*, 2 Ld. Raym. 909, 919. See also Joseph H. Beale, "Gratuitous Undertakings," 5 HARV. L. REV. 222. Having in mind the true reason for the liability and the recognized distinction between nonfeasance and misfeasance, it seems that the proper place at which to draw the line between them is at that point where the agent has so far entered into the transaction as to justify placing trust in him. The plaintiff in the principal case would naturally rely on the defendant when it had gone so far as to secure the materials without which no action could be taken.

ATTORNEY AND CLIENT — PRACTICE OF LAW BY CORPORATION — WHAT CONSTITUTES PRACTICE OF LAW — DRAWING OF LEGAL DOCUMENTS. — A trust company advertised that it would furnish advice in the drawing of wills. The company employed attorneys to whom applicants were directed, no charge being made by the trust company for this service. The company ordinarily was named executor in the will. A statute forbids corporations to practise law. [N. Y. PENAL LAW (CONSOL. LAWS, c. 40), § 280.] *Held*, that the

company is guilty of violating the statute. *People* v. *People's Trust Co.*, 167 N. Y. Supp. 767.

For a discussion of this case, see Notes, page 886.

ATTORNEY AND CLIENT — PRACTICE OF LAW BY CORPORATION — WHAT CONSTITUTES PRACTICE OF LAW — DRAWING OF LEGAL DOCUMENTS. — A statute made it unlawful for a corporation to "render legal services of any kind" or "to furnish attorneys or counsel." [N. Y. PENAL LAW (CONSOL. LAWS, c. 40), § 280.] Defendant corporation drew a bill of sale and chattel mortgage for a customer, charging its regular published rates for such documents. *Held*, that this constitutes a violation of the statute. *People* v. *Title Guaranty & Trust Co.*, 168 N. Y. Supp. 278.

For a discussion of this case, see Notes, page 886.

CONFLICT OF LAWS — LEGITIMACY — RECOGNITION OF ISSUE OF POLYGAMOUS MARRIAGE. — The minor son of a resident Chinese merchant sought admission into Hawaii. The boy was issue of a marriage contracted in China by the father while he had a lawful wife in Hawaii. The marriage was lawful and the child legitimate in China. Subsequent to the birth of the son the father divorced his Hawaiian wife and cohabited with the Chinese spouse. *Held*, that the boy is not admissible as a legitimate son of his father. *In re Look Wong*, 4 Haw. 568.

The status of a person as legitimate or illegitimate depends on the law of his domicile of origin, which in the principal case was China, where the boy was legitimate. *In re Andros*, 24 Ch. D. 637. Once fixed, the status attends the individual into whatever country he may go. *Smith* v. *Kelly*, 23 Miss. 167; *Fowler* v. *Fowler*, 131 N. C. 169, 42 S. E. 563; *Miller* v. *Miller*, 91 N. Y. 315. It has been held that marriages which are not "Christian," such as polygamous or incestuous unions, will not be recognized. *In re Bethell*, 38 Ch. D. 220; *Hyde* v. *Hyde*, L. R., 1 P. & D. 130. The better view is that they should be recognized, though the effect usually given the marriage status need not be accorded it. See BEALE, SUMMARY OF CONFLICT OF LAWS, § 47. See also 26 HARV. L. REV. 537. Even though the validity of the marriage is not acknowledged, it does not follow that recognition of the status of legitimacy should be denied. See *Wall* v. *Williamson*, 8 Ala. 48, 51. *Contra*, *In re Bethell*, 38 Ch. D. 220. See also BEALE, SUMMARY OF CONFLICT OF LAWS, § 60. To so hold would often do violence to the family relationship by suddenly making strangers in law of even the most devoted parents and dutiful children. In a situation like that of the principal case, it might mean an actual separation of father and son. The decision would seem to be both unfortunate and unsound.

CONSTITUTIONAL LAW — DUE PROCESS OF LAW — RIGHT OF LEGISLATURE TO ALTER CHARTER OF PRIVATE CORPORATION. — The legislature, in granting a charter to a railroad corporation, had reserved the right to alter, amend, or repeal the same. The legislature subsequently passed an act requiring the railroad to carry members of the fish and game commission free of charge. *Held*, that this act deprived the railroad company of property without due process of law and was therefore unconstitutional. *Napier* v. *Delaware, etc. R. Co.*, 102 Atl. 444 (N. J.).

Where no right to alter, amend, or repeal is reserved at the time of the grant, subsequent amendments are unconstitutional unless coming within the police power. *Dartmouth College* v. *Woodward*, 4 Wheat. (U. S.), 518. Where such right is reserved, the legislature has full power to repeal the charter. *McLaren* v. *Pennington*, 1 Paige (N. Y.), 102; *Greenwood* v. *Freight Co.* 105 U. S. 13. See *Ferguson* v. *Miners', etc. Bank*, 3 Sneed (Tenn.), 609, 628. If the right to repeal is conditional, the legislature is to determine whether the condition is